



## GENERAL INFORMATION CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1007-055

### **ANNUAL AGREEMENT WITH FOUR OPTIONAL ONE YEAR RENEWALS FOR NORMAL & EMERGENCY REPAIRS FOR THE CITY OF FRISCO FOUNTAINS**

~~~~~  
DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF  
ADMINISTRATIVE SERVICES PRIOR TO:  
***AUGUST 3, 2010 @ 2:00 PM CENTRAL STD TIME***

***NO LATE BIDS WILL BE ACCEPTED***

### **ORIGINAL AND ONE COPY REQUIRED**

~~~~~

**DOCUMENTS  
MAY BE DELIVERED  
CITY OF FRISCO  
JEAN STELLATELLA, BUYER,  
6101 Frisco Square Blvd.,  
FRISCO, TX 75034**

---

**FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:**

Tom Johnston C.P.M., CPPO  
Director or Administrative Svcs  
[tjohnston@friscotexas.gov](mailto:tjohnston@friscotexas.gov)  
972 292 5540

Jean Stellatella CPIM, CPPB  
Buyer  
[jstellatella@friscotexas.gov](mailto:jstellatella@friscotexas.gov)  
972 292 5541



**CITY OF FRISCO**

---

**COMPETITIVE SEALED BID NO. 1007-055**

**ANNUAL AGREEMENT WITH FOUR OPTIONAL ONE YEAR  
RENEWALS FOR NORMAL & EMERGENCY REPAIRS FOR THE CITY  
OF FRISCO FOUNTAINS**

**BIDDER MUST SUBMIT ORIGINAL BID PLUS ONE COPY TO FACILITATE EVALUATION. IF ONE COPY IS NOT SUBMITTED WITH THE ORIGINAL, YOUR BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

The City of Frisco (the "City") is accepting Competitive Sealed Bids for an **ANNUAL AGREEMENT WITH FOUR OPTIONAL ONE YEAR RENEWALS FOR NORMAL & EMERGENCY REPAIRS FOR THE CITY OF FRISCO FOUNTAINS**

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

**Bid must be received by August 3, 2010 at 2:00 PM Central Standard Time. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on August 3, 2010 at 2:05 PM.**

Write the competitive sealed bid number 1007-055, name of bid, Annual Agreement with four optional one year renewals for Normal & Emergency Repairs for the City of Frisco Fountains and the name of your organization on the outside of the envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

**SEE ATTACHED SPECIFICATIONS/BID FORM**

The successful bidder may be required to execute a written contract.

The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

---

## GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

### **BIDDING**

2. FORM: Bidders must submit original and one (1) copy of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.
  3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
  4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
  5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
  6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
  7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
  8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.
-

9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services approval.
10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.

15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE**. You can also download a copy on our website, [www.friscotexas.gov](http://www.friscotexas.gov). If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.
  16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.
-

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

### **PERFORMANCE**

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - A. Have adequate financial resources or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
  21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
  22. **TESTING:** An Manager so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
  23. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
-

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

#### **PURCHASE ORDERS AND PAYMENT**

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

#### **CONTRACT**

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
-

34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
  35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
  36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
  37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
  38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.
  39. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
-

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. DISCLOSURE OF CERTAIN RELATIONSHIPS  
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [www.friscotexas.gov](http://www.friscotexas.gov).
-

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

---

## CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

### Type of Contract

### Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

---

(If the contractor serves alcoholic beverages)  
Liquor Liability with a minimum of \$1 Million  
Dollars per Occurrence and \$2 Million  
Aggregate.

(If high risk or dangerous activities) Umbrella  
Coverage or Liability Excess Coverage of \$ 2  
Million Dollars

(If automobile or limousine service is involved  
even if volunteers)  
Automobile Liability with a minimum of \$1  
Million Dollars combined single limit.

#### Public Works and Construction

General Liability insurance for personal injury  
(including death) and property damage with a  
minimum of \$1 Million Dollars per occurrence  
and \$2 Million Dollars aggregate, including  
advertising injury, products coverage and  
(XCU) Explosion, collapse and underground (If  
high risk or dangerous activities) Umbrella  
Coverage or Excess Liability Coverage of \$2  
Million Dollars Statutory Workers  
compensation insurance as required by state  
law

#### Professional Services

Professional Liability Insurance with a  
minimum of \$1 Million Dollars per occurrence  
and \$2 Million Dollars aggregate.

(If size or scope of project warrant)  
Umbrella Coverage or Excess Liability  
Coverage of \$2 Million Dollars

---

ACORD <sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YYYY) 11/21/2007	
<b>PRODUCER</b> City of Frisco 6101 Frisco Square Blvd. Frisco, TX 75034		<b>Insurance Company Name &amp; Address</b> Phone & Fax #'s		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Choices QuickForms Street Address1 Street Address2 City State Zip		<b>Vendor Name &amp; Address</b> Address City State Zip		<b>INSURERS AFFORDING COVERAGE</b> INSURER A INSURER B INSURER C INSURER D INSURER E	
				<b>NAIC #</b>	
<b>COVERAGES</b> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR ANY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF EACH POLICY. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
<b>PRODUCTS</b> LTD. NO.	<b>TYPE OF COVERAGE</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN. AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PER <input type="checkbox"/> PER <input type="checkbox"/> LOSS	<b>POLICY NUMBER</b>	<b>INSURER OFFICE</b> DATE ISSUED	<b>POLICY EXPIRATION</b> DATE	<b>LIMITS</b> EACH OCCURRENCE SINGLE TOTALS PRODUCTS - COMPOUND AGG. PERSONAL & AUTO LIABILITY GENERAL AGGREGATE PRODUCTS - COMPOUND AGG.
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> Hired Autos				COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>GLASS LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - GLASS OTHER THAN AUTO ONLY AGG.
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE AGGREGATE RETENTION
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY POLICY PERIOD/DATE/PERCENTAGE OF POLICY/PERIOD/DATE/PERCENTAGE IF POL. AND/OR USE OF SPECIALTY/PERCENTAGE				NON-STATUTE PER EACH ACCIDENT EL. DISEASE - CA. EMPLOYER EL. DISEASE - POLICY LIMIT
<b>DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, FREIGHTS, AND SPECIAL REQUIREMENTS</b> The City of Frisco, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance. Provide a waiver of subrogation against the City for injuries, including death, property damage, and any loss to the extent the same is covered by the proceeds of insurance.					
<b>CERTIFICATE HOLDER</b> The City of Frisco 6101 Frisco Square Blvd. Frisco, TX 75034		<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL EXCEDE TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AS THEIR REPRESENTATIVE			

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

---

---

---

2. Name and address of principal place of business, and phone number of your company's majority owner:

---

---

---

---

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

---

---

---

---

#### **MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION**

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

---

**AFFIDAVIT OF NO PROHIBITED INTEREST**  
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF TEXAS           \*

\*

COUNTY OF COLLIN       \*

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of \_\_\_\_\_, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Signature of Notary Public in and for the State of Texas

STAMP

\_\_\_\_\_

## SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- |                        |                              |                             |
|------------------------|------------------------------|-----------------------------|
| 1. Sole Proprietorship | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. Partnership         | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. Corporation         | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

If company is a sole proprietorship, list the owner's full legal name:

---

If company is a partnership, list the partner's full legal name(s):

---

---

---

If company is a corporation, list the full legal name as listed on the corporate charter:

---

Is this firm a minority, or woman-owned business enterprise?

☐ NO    ☐ YES    If yes, specify (☐) MBE    (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency?    ☐ NO    ☐ YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

---

For explanation please see Terms and Conditions Item #43

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor or other person doing business with local governmental entity</b>		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>
1	<b>Name of person doing business with local governmental entity.</b>	Date Received
2	<p><input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<b>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</b>	

4

**Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.**

Adopted 11/02/2005

**CONFLICT OF INTEREST QUESTIONNAIRE****For vendor or other person doing business with local governmental entity**

- 5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No
- C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No
- D. Describe each affiliation or business relationship.
-

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 11/02/2005

**BIDDER REMINDER LIST:  
REQUESTED DOCUMENTATION INCLUDED?  
ORIGINAL AND FOUR (4) COPIES INCLUDED?  
ALL BLANKS COMPLETED ON THIS BID FORM?  
COMPLETED COMPANY PROFILE/REFERENCES?  
COMPLETED SIGNATURE?**

**COMPETITIVE SEALED BID #1007-055**  
**ANNUAL AGREEMENT WITH FOUR OPTIONAL ONE YEAR RENEWALS FOR**  
**NORMAL & EMERGENCY REPAIRS FOR THE CITY OF FRISCO'S FOUNTAINS**

The City of Frisco Parks Department & Facilities Division is accepting competitive sealed bids for an annual agreement with four city optional renewals for normal and emergency repairs for all of the City of Frisco's fountains.

- General & Emergency Repairs

**Contract Requirements:**

- The agreement will include repair work for all existing fountains and any new fountains that may be constructed during the terms of the agreement that are either owned or deemed the responsibility of the City of Frisco.
- It is the responsibility of the Vendors to visit the fountain sites to familiarize themselves with the various types of fountains, motors, and pumps prior to submitting a bid. Site visits will be conducted by Bill Straw of the Parks Department. Contact Bill at 972 292 6504 (office) or 214 869 9957 (cell phone) to schedule a site visit.
- All repair work will require pre-approval by a City of Frisco Parks Department or Facilities Division representative. No repair work can be started before receiving approval by a Parks Department or Facilities Division representative.
- Labor costs and or Repair Part costs (either standard or customized) shall be billed as separate line items on all invoices. Lump sum billing is not acceptable.
- All work will be formally scheduled by a City of Frisco Parks Department or Facilities Division representative.
- All work must be done by full time permanent employees of the company. No subcontracting will be allowed.

**Below is a current list of the City of Frisco Fountains:**

- IKEA Fountain, The Dallas North Tollway & Hwy 121, Frisco, TX 75034 – one Aqua Control fountain.
  - Rough Riders Fountain, Intersection of John Hammons & Avenue of the Stars (Behind Center Field Fence of the Baseball Stadium) Frisco, TX 75034 – one Architectural (concrete) fountain with two separate spray pads.
  - Frisco Commons Park, 8000 McKinney Road, Frisco, TX 75034 – two Aquamaster fountains and one custom designed Granite Ball Fountain.
  - Warren Park, 7599 Eldorado Parkway, Frisco, TX 75034 – one Otterbine fountain.
-

- Frisco Athletic Center Wade Plaza, 5878 Nancy Jane Lane, Frisco, TX 75034 – one Aqua Control fountain.
- Frisco City Hall Simpson Plaza, 6101 Frisco Square Blvd., Frisco, TX 75034 – one Architectural (concrete and granite) fountain.
- Harold Bacchus Park, 13995 FM 3537, Frisco, TX 75034 – three Aquamaster fountains.

#### **Minimum Vendor Requirements:**

- Optional Vendor Visit to all fountain sites prior to submitting the bid. Contact Bill Straw to schedule site visits on 972 292 6504 (office) or 214 69 9957 (cell phone number).
- All repair work must be done by full time permanent employees of the company. No subcontracting of repair work will be allowed.
- Provide a minimum of three references from other Public or Private Agencies for similar work from the past three years.
- State the normal working hours & whether you will provide service on an overtime or weekend basis.
- Provide the Parks Department and the Facilities Division with phone numbers and points of contact for normal working hours & for overtime and or weekends.
- State the number of years in business.
- Vendor must have general liability and worker's compensation insurance that meets the city's insurance requirements containing the following provisions:
- Name the City, its officers, agents, representatives, & employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
- Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
- Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- List the City of Frisco as the certificate holder.
- 

#### **Amount of Insurance:**

- General Liability insurance for personal injury (including death) & property damage with a minimum of \$1 million dollars per occurrence & \$2 million dollars aggregate, including coverage for advertising injury & products coverage
  - Statutory Workers Compensation insurance as required by state law - \$100,000 per accident, \$100,000 each employee & \$100,000 policy limit.
-

**BID FORM FOR BID NUMBER 1007-055**

**ANNUAL AGREEMENT WITH FOUR OPTIONAL ONE YEAR  
RENEWALS FOR NORMAL & EMERGENCY REPAIRS FOR THE CITY  
OF FRISCO FOUNTAINS**

**Labor Rate for Normal Working Hours – Monday to Friday 8AM to 5PM**\_\_\_\_\_

**Labor Rate for Overtime – Monday to Friday**\_\_\_\_\_

**Labor Rate for Weekends and Holidays**\_\_\_\_\_

**Labor Rate for 24 Hour Response Time for Emergency Repairs**\_\_\_\_\_

**Trip Charge**\_\_\_\_\_

**Cost of Water Treatment**\_\_\_\_\_

**Percent (%) Discount over Vendor's Cost for Parts -**\_\_\_\_\_

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:\_\_\_\_\_

Address of Bidder:\_\_\_\_\_

Telephone Number: \_\_\_\_\_Fax:\_\_\_\_\_

E-mail address: \_\_\_\_\_

By: \_\_\_\_\_(print name)

Title: \_\_\_\_\_Federal ID #/SSN #: \_\_\_\_\_

Signature: \_\_\_\_\_

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2\_\_\_\_\_#3 \_\_\_\_\_#4 \_\_\_\_\_#5\_\_\_\_\_

---